HON'BLE SRI JUSTICE L.NARASIMHA REDDY

WRIT PETITION No. 26421 of 1999

Dated 30.08.2007

Between:

Forest Range Officer.

…Petitioner

and

Majjari Sanjeevarayudu.

…Respondent

HON'BLE SRI JUSTICE L.NARASIMHA REDDY

WRIT PETITION No. 26421 of 1999

O R D E R:

The petitioner challenges the order, dated 24.09.1999 passed by the learned District Judge, Kadapa in C.M.A.No.43 of 1998. The C.M.A. arose out of an order, dated 01.01.1997 passed by the Divisional Forest Officer-cum-Authorised Officer, Rajampet, invoking the bank guarantee furnished by the respondent.

The respondent is the owner of the vehicle bearing

No.AP-26 T-1647. It was seized on being implicated in a forest offence. The vehicle was produced before the Court of Munsif Magistrate, Rajampet in C.C.No.1663 of 1994. The interim custody of the vehicle was granted to the respondent, on furnishing a bank guarantee for a sum of Rs.2,00,000/-. This amount was reduced to Rs.1,00,000/- by an order, dated 20.09.1994, passed by the learned I Additional Sessions Judge, Kadapa in Criminal Revision Petition No.36 of 1994. Accordingly, the bank guarantee was furnished to be in force up to 30.09.1996.

The Divisional Forest Officer required the respondent to extend the bank guarantee beyond 30.09.1996. The latter, in turn, extended the bank guarantee, through proceedings, dated 30.09.1996. However, even before the extended bank guarantee was received, the Divisional Forest Officer invoked the bank guarantee furnished by the respondent on earlier occasion. Assailing the same, the respondent filed C.M.A.No.43 of 1998.

Learned Government Pleader for Forests contends that there was a clear failure on the part of the respondent in extending the bank guarantee and in that view of the matter, no exception ought to have been taken by the

lower appellate Court, for invoking the bank guarantee by the Divisional Forest Officer.

Sri R.Subba Rao, the learned counsel for the respondent, on the other hand, submits that the bank guarantee was extended, before it expired; and the lower appellate Court recorded a clear finding that invoking bank guarantee by the Divisional Forest Officer was without any basis.

The assertion of the respondent that he extended the bank guarantee for a further period on 30.09.1996 itself remains undisputed. The occasion to invoke the bank guarantee furnished by the respondent would have arisen, if only it was not extended after 30.09.1996. The lower appellate Court discussed the matter at length and found that there was no basis for the invocation of the bank guarantee. At any rate, the respondent was acquitted for the offence alleged against him. With that, the condition for granting interim custody becomes irrelevant.

Therefore, the writ petition is dismissed. There shall be no order as to costs.

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30.08.2007

JSU